being nothing to attest until his signature has been annexed. See 8 MICH. L. REV. 690; 5 MICH. L. REV. 147. It is worthy of note, however, in all the cases which sustain the execution of wills where the witnesses signed before the testator that the signature of the testator was placed on the instrument later in the presence of all of the witnesses, and all were part of one continuous and entire transaction. But even if it be admitted that the prior signature of the witness does not affect the validity under the circumstances suggested, yet there was no valid execution of the will in the principal case, because the testator not only did not sign the paper in the presence of both witnesses, but he never acknowledged his signature in their presence, the second way mentioned above to give the will validity. The court said in the course of its opinion, "The paper which the testator must acknowledge to the attesting witnesses must, at the time of such acknowledgement, be a completed or finished will so far as the requirements which the statute imposes upon the testator are concerned. This is not done under our statute until the testator has subscribed it."

WORKMEN'S COMPENSATION ACT—INJURY ON VESSEL ENGAGED IN INTERSTATE COMMERCE.—Defendant is a corporation engaged in operating a steamboat on the Great Lakes between Duluth, Minnesota, and ports in other states. The Berwind Fuel Company is an employer owning a dock at Duluth. A was in the employ of the Fuel Company and was engaged in unloading the cargo of defendant's ship, working in the hold. While so doing he was injured through the negligence of the defendant. He brought a common law action for damages. *Held,* that the Minnesota Workmen's Compensation Act applied even though it was not set up in the complaint and although the injury occurred on a ship engaged in interstate commerce. *Lindstrom* v. *Mutual S. S. Co.,* (Minn. 1916), 156 N. W. 669.

Most of the compensation laws now in force in the states are in terms sufficient to apply to any injuries received within the states, the only question being as to whether they are superseded by the Federal regulations. This may be decided under principles already firmly established by decisions of the United States Supreme Court. As to those cases relating to interstate commerce which admit of diversity of treatment according to local conditions, the states may act within their respective jurisdictions until Congress sees fit to act. *Minnesota Rate Cases,* 230 U. S. 352, 57 L. Ed. 1511. When Congress has acted upon a matter within its power, the state act is superseded. *Smith* v. *Alabama,* 124 U. S. 465, 31 L. Ed. 508. The present Federal Employers' Liability Act affects only railroads engaged in interstate commerce. *Mich. Central Ry.* v. *Vreeland, 227* U. S. 59, 57 L. Ed. 417. Ships and boats used by railroads as a part of their railroad systems are within the Federal act. *The Pawnee,* 205 Fed. 333; *The Passaic,* 190 Fed. 644. But Congress has not as yet legislated in regard to injuries in interstate commerce by water; the state therefore may. *Kennerson* v. *Thames Towboat Co.,* (Conn. 1915), 94 Atl. 372. In the case of *Chicago & N. W. Railway Co.* v. *Gray, 237* U. S. 399, 57 L. Ed. 1018, it was held that in an action for injuries received on any railroad in the state, both Federal and State laws will be

considered, though neither is mentioned in the pleadings, and this case is followed in the later one of *Pipes* v. *Missouri-Pacific R'y,* (Mo. 1916), 184 S. W. 79. Therefore it would seem that the state act will apply to all injuries received in the state except those occurring on railroads engaged in interstate commerce, and even in that case the state law has an important bearing on the procedure in the trial.

WORKMEN'S COMPENSATION—INJURIES "ARISING OUT OF" EMPLOYMENT.—Applicant was a boy employed by respondents, a firm of builders, who, in the course of his employment, had to ride a bicycle belonging to his employers through the streets of London for materials on an average of once a day. Being injured by a motor bus on one of these trips, he claimed compensation under the Workman's Compensation Act of 1906. *Held,* no recovery, as the injury did not "arise out of" the employment. *Dennis* v. *A. J. White Co.* [1916], 2 K. B. 1.

Practically all courts agree that the phrases "arising out of" and "in the course of" the employment are not meant to be synonymous, but they disagree in their interpretations. The English courts, as in the principal case, agree now that to "arise out of" the employment the injury must result from a *special* danger or risk, and not such as the public in general assume every day, such as bicycle-riding in the city thoroughfares, even though at the employer's command, and on his business. In this country the courts are divided, Michigan holding, with the minority, to the strict English rule. *Hopkins* v. *Michigan Sugar Co.,* 184 Mich. 87; 150 N. W. 325. Minnesota and New Jersey, on the other hand, together with Massachusetts, agree that the phrases are not synonymous, but hold that the injury "arises out of" the employment if the accident causing the injury arises out of work or business being done for the master, either by direct or implied authority. *State, ex rel Duluth Brewing Co.* v. *District Court,* 129 Minnesota, 176, 151 N. W. 912; *In re Sundine,* 218 Massachusetts, 1, 105 N. E. 433; *Hulley* v. *Moosbrugger,* 88 N. J. L. 161, 93 Atl. 79. In the last case the New Jersey court allowed compensation where the deceased was killed in the course of his employment by dodging a playful attack of a fellow employee. In the Washington statute this difficulty is partly obviated by providing for compensation only in case of injury while engaged in an "extra-hazardous" occupation, which, however, leaves a great discretion still to the court.